

RECORDED 6691-00000000

ALVORD AND ALVORD

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4-37 PM

SURFACE TRANSPORTATION BOARD

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

September 28, 2000

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Re: Amtrak Trust 2000- SD-A

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are four (4) copies of a Termination and Release of Lien (Amtrak 2000-SD-A), dated as of September 29, 2000, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement which was previously filed with the Commission under Recordation Number 6690-MMMM.

The names and addresses of the parties to the enclosed document are:

Secured Party:	Federal Railroad Administration 400 Seventh Street, S.W. Washington, D.C. 20590
Lessee:	National Railroad Passenger Corporation 60 Massachusetts Avenue, N.E. Washington, D.C. 20002
Owner Trustee:	Wilmington Trust Company Rodney Square North 1100 North Market Street Wilmington, Delaware 19801

Mr. Vernon A. Williams  
September 28, 2000  
Page 2

A description of the railroad equipment covered by the enclosed documents is:

Twenty (20) railcars within the series AMTK 6300 – 6903 not inclusive.

A short summary of the railroad equipment covered by the enclosed document is:

Termination and Release of Lien (Amtrak 2000-SD-A), dated as of September 28, 2000 among the Federal Railroad Administration, Secured Party, National Railroad Passenger Corporation, Lessee, and Wilmington Trust Company, Owner Trustee, as to twenty (20) railcars within the series AMTK 6300 – 6903 not inclusive.

Also enclosed is a check in the amount of \$26.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bjg  
Enclosures

RECORDATION NO.

**FILED**

SEP 29 '00

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**TERMINATION AND RELEASE OF LIEN  
(AMTRAK TRUST 2000-SD-A)**

**SURFACE TRANSPORTATION BOARD**

THIS TERMINATION AND RELEASE OF LIEN (AMTRAK TRUST 2000-SD-A) dated September 29, 2000 (this "*Agreement*"), is among the Administrator of the Federal Railroad Administration of the United States Department of Transportation (the "*Administrator*"), acting (unless otherwise specified herein) on behalf of and as the delegate of the Secretary of the Department of Transportation (the "*Secretary*"), the National Railroad Passenger Corporation ("*Amtrak*") and AMTRAK 2000-SD-A TRUST, a Delaware business trust (the "*Trust*"), all of the activities of which shall be conducted by Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity, but solely as trustee for the Trust (the "*Owner Trustee*" which term, unless the context otherwise requires, shall include the Trust).

WHEREAS, pursuant to a Security Agreement dated October 5, 1983, between the Administrator and Amtrak (the "*FRA Security Agreement*"), Amtrak assigned to the Administrator all of its right, title and interest to certain rolling stock, including rolling stock acquired after the date of the FRA Security Agreement, subject to the terms and provisions of the FRA Security Agreement;

WHEREAS, pursuant to that certain Participation Agreement (Amtrak Trust 2000-SD-A) dated as of September 15, 2000, among Amtrak, Philip Morris Capital Corporation, “*Owner Participant*”, Banca Commerciale Italiana (Ireland) PLC, Deutsche VerkehrsBank AG, DG Bank Deutsche Genossenschaftsbank AG, National Westminster Bank PLC and Westside Funding Corporation, “*Loan Participants*”, Wilmington Trust Company, not in its individual capacity, except as otherwise expressly provided therein, but solely as Owner Trustee and Allfirst Bank, not in its individual capacity but solely as Indenture Trustee “*Indenture Trustee*”, and (as amended, supplemented or otherwise modified from time to time, the “*Participation Agreement*”), Amtrak will sell the units of rolling stock identified on Schedule I hereto (together with any replacements and substitutes therefor, the “*Equipment*”) to Owner Trustee and will leaseback such Equipment pursuant to that certain Lease of Railroad Equipment (Amtrak Trust 2000-SD-A) dated as of September 15, 2000, between Amtrak and Owner Trustee;

NOW, THEREFORE, in order to induce, and in consideration of, Owner Trustee entering into the transactions contemplated by the Participation Agreement, the parties hereto agree as follows:

1. All right, title and interest of the Administrator in and to the Equipment is hereby terminated and released.
2. The Administrator represents and warrants that (a) neither the execution nor delivery of this Agreement nor fulfillment nor compliance with the terms and provisions hereof will conflict with, or result in a breach of the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which it, the Secretary or the United States Government is now subject, (b) this Agreement constitutes the legal and valid obligation and contract of the Administrator and the Secretary, enforceable against the Administrator and

the Secretary in accordance with its terms, and (c) she has full authority to terminate and release all of its right, title and interest in and to the Equipment.

3. This Agreement may be amended only by an agreement in writing signed by the parties hereto and shall specifically refer to itself as an amendment thereto. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

4. Nothing in this Agreement affects any priority which may be claimed by Owner Trustee by operation of law including, but not limited to, title 49 U.S.C. § 11301, the Uniform Commercial Code, and other applicable state and federal law.

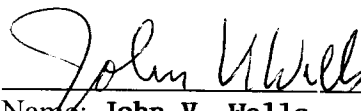
5. Amtrak hereby consents and agrees to the terms of the foregoing.

6. Owner Trustee represents and warrants that the entering into and the performance of the terms of this Agreement are within its corporate powers and have been duly authorized by all necessary corporate actions, and are not in violation of any law, statute, regulation or decree.

[signature pages follow on next page]

IN WITNESS WHEREOF, the undersigned duly authorized officers of the parties hereto have executed this Agreement.

FEDERAL RAILROAD ADMINISTRATION

By:   
Name: **John V. Wells**  
Title: **Deputy Administrator**

NATIONAL RAILROAD PASSENGER  
CORPORATION

By: \_\_\_\_\_  
Name: Carol J. Dillon  
Title: Treasurer

DISTRICT OF

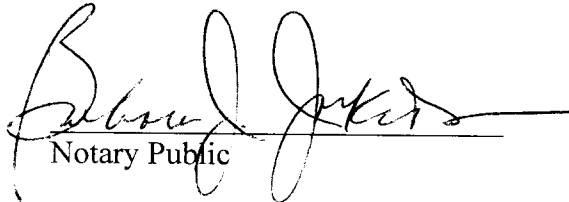
)

) ss

COLUMBIA

)

On this 28<sup>th</sup> day of September, 2000, before me personally appeared John V. Wells, to me personally known, who being by me duly sworn, says that he/she is the Deputy Administrator of the FEDERAL RAILROAD ADMINISTRATION, who acknowledged himself/herself to be a duly authorized officer of the FEDERAL RAILROAD ADMINISTRATION, and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

  
Notary Public

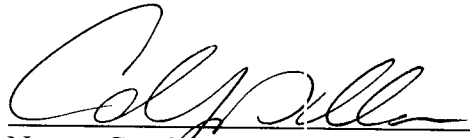
My Commission Expires: OCT 31 2004

IN WITNESS WHEREOF, the undersigned duly authorized officers of the parties hereto have executed this Agreement.

FEDERAL RAILROAD ADMINISTRATION

By: \_\_\_\_\_  
Name:  
Title:

NATIONAL RAILROAD PASSENGER  
CORPORATION

By:  \_\_\_\_\_  
Name: Carol J. Dillon  
Title: Treasurer

DISTRICT OF )  
COLUMBIA ) ss  
)

On this 27 day of September, 2000 before me personally appeared Carol J. Dillon, to me personally known, who being by me duly sworn, says that she is the Treasurer of NATIONAL RAILROAD PASSENGER CORPORATION, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and she acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

My Commission Expires: 2/14/05

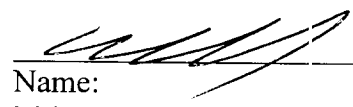


IN WITNESS WHEREOF, the undersigned duly authorized officers of the parties hereto have executed this Agreement.

AMTRAK 2000-SD-A TRUST

By: Wilmington Trust Company, not in  
its individual capacity but solely  
as Owner Trustee

By:


  
Name: \_\_\_\_\_

Title:

**W. CHRIS SPONENBERG**  
**ASSISTANT VICE PRESIDENT**

STATE OF DELAWARE       )  
  ) ss  
COUNTY OF NEW CASTLE   )

On this \_\_\_\_ day of September, 2000, before me personally appeared **W. CHRIS SPONENBERG**, to me personally known, who being by me duly sworn, says that he/she is the AVP of WILMINGTON TRUST COMPANY, that said instrument was signed on behalf of said Wilmington Trust Company, as trustee on behalf of AMTRAK 2000-SD-A TRUST, by authority of Wilmington Trust Company's Board of Directors, and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of said Wilmington Trust Company.

  
\_\_\_\_\_  
Notary Public

**LEIGH ENNIS**  
**NOTARY PUBLIC**

**My Commission Expires August 1, 2002**

My Commission Expires: \_\_\_\_\_

**SCHEDULE I****DESCRIPTION OF EQUIPMENT - TRAINSETS****AMTRAK TRUST 2000-SD-A**

<b><u>Equipment Type<sup>1</sup></u></b>	<b><u>Amtrak Equipment Numbers</u></b>
One (1) Alstom Transportation Inc. Surfliner Café Car	AMTK 6300
One (1) Alstom Transportation Inc. Surfliner Café Car	AMTK 6301
One (1) Alstom Transportation Inc. Surfliner Café Car	AMTK 6302
One (1) Alstom Transportation Inc. Surfliner Café Car	AMTK 6303
One (1) Alstom Transportation Inc. Surfliner Coach Car	AMTK 6400
One (1) Alstom Transportation Inc. Surfliner Coach Car	AMTK 6401
One (1) Alstom Transportation Inc. Surfliner Coach Car	AMTK 6402
One (1) Alstom Transportation Inc. Surfliner Coach Car	AMTK 6403
One (1) Alstom Transportation Inc. Surfliner Coach Car	AMTK 6404
One (1) Alstom Transportation Inc. Surfliner Coach Car	AMTK 6405
One (1) Alstom Transportation Inc. Surfliner Coach Car	AMTK 6406
One (1) Alstom Transportation Inc. Surfliner Coach Car	AMTK 6407
One (1) Alstom Transportation Inc. Surfliner Business Class Car	AMTK 6800
One (1) Alstom Transportation Inc. Surfliner Business Class Car	AMTK 6801
One (1) Alstom Transportation Inc. Surfliner Business Class Car	AMTK 6802
One (1) Alstom Transportation Inc. Surfliner Business Class Car	AMTK 6803

<sup>1</sup> The following passenger rail equipment has been delivered and accepted under the Purchase Agreement (as defined in the Participation Agreement):

Equipment Type<sup>1</sup>Amtrak  
Equipment  
Numbers

One (1) Alstom Transportation Inc. Surfliner  
Cab/Baggage/Coach Car

AMTK 6900

One (1) Alstom Transportation Inc. Surfliner  
Cab/Baggage/Coach Car

AMTK 6901

One (1) Alstom Transportation Inc. Surfliner  
Cab/Baggage/Coach Car

AMTK 6902

One (1) Alstom Transportation Inc. Surfliner  
Cab/Baggage/Coach Car

AMTK 6903